

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

FREDERICK W REPETSKY, JR.
KIMBERLY L REPETSKY

NO. 21-13289 AMC
CHAPTER 13

*STIPULATION IN RESOLUTION OF MOTION OF CAB EAST LLC/ FORD MOTOR
CREDIT COMPANY LLC FOR RELIEF FROM STAY
RE: 2019 FORD VEHICLE [DOCUMENT NO. 16]*

The parties, by counsel, stipulate as follows and request the same be made an Order of Court:

1. CAB East LLC by servicer Ford Motor Credit Company LLC (together, "Ford Credit") is owner and lessor to Debtors of a 2019 Ford F150 [VIN...91188] motor vehicle ("Vehicle") pursuant to the terms of a Motor Vehicle Lease Agreement dated March 18, 2019 ("Lease").

2. Debtors assume the Lease and shall continue to maintain casualty and comprehensive insurance on the vehicle with Ford Credit named as loss payee, and as additional insured as required by the Lease and provide proof thereof. The Lease terminates by its terms June 18, 2022 at which time the automatic stay terminates or, exercise a purchase option in accordance with Lease terms.

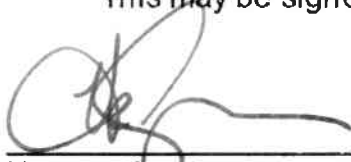
3. As of March 1, 2022, the Lease account is due \$1500.00 (for December 17, 2021, through February 17, 2022) plus \$188.00 for reimbursement for the Motion for Relief filing fee. Regular monthly Lease payments are \$500.00.

4. Debtors shall, within ten days of signing this Stipulation pay Ford Credit \$688.00, which pays the December, 2021 payment plus the filing fee.

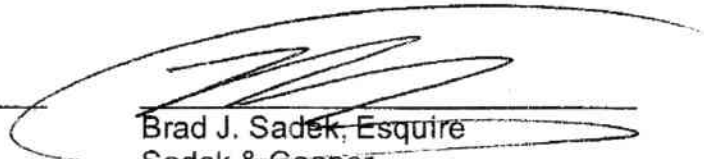
5. Commencing with the payments due March 17, 2022, Debtors shall pay, in addition to the regular monthly installment of \$500.00, the sum of \$333.33 for three consecutive months in order to bring the account fully current. Thus, for the months of March, April, May, 2022, Debtors shall pay to Ford Credit, the sum of \$833.33 per month; the thereafter, only the regular monthly payment in accordance with Lease terms.

6. In the event Debtor fails to make any payment when due or fails to provide proof of appropriate insurance, then Lincoln Financial shall send written notice of the default by first class mail to Debtor's counsel as well as to Debtor addressed to 614 Iva Lane, Fairless Hills, PA 19030. If the default relates to the failure to have insurance and the same is not cured within ten (10) days from the date of the notice, then Ford Credit may certify the default to the Court to obtain an immediately effective [with waiver of F.R.B.P. 4001(a)(3)] relief from stay order to enforce its *in rem* rights as to the Vehicle, without need of further Court hearing. If the default relates to the payment of money, then the Motion for Relief from Automatic Stay may be relisted for hearing upon the filing of a Praecipe only.

This may be signed in counterparts, electronically and/or by facsimile.



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NO OBJECTION/NO POSITION:



SCOTT WATERMAN, TRUSTEE

per email 3/8/22

FORD **IT**

www.fordcredit.com

FORD MOTOR CREDIT COMPANY (the "Holder") and its designees, by signing this "Your" (Lessor and Co-Lessor) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the West Case Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a **Monthly Payment Lease**.

If Your payment schedule is shown in Item 2(b), You entered into an **Advance Payment Lease**.

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	10	2017 FORD F-150	1FTEW1EPKFA91168	PERSONAL

1. Amount Due At Lease Signing or Delivery (Netted Below):

(a) Monthly Payments: Your first monthly payment of \$ 500.00 is due on 03/16/2019, followed by 25 payments of \$ 500.00 due on the 15th day of each month. The total of Your monthly payments is \$ 12500.00.

(b) Advance Payment: Your Payment of \$ N/A is due on N/A. The total of Your payment is \$ N/A.

2. Payments: Total \$ 12500.00

3. Other Charges (not part of Your monthly payment): Disposition fee (if You do not purchase the Vehicle) \$ 395.00. Total \$ 395.00.

4. Total of Payments (The amount You will have paid by the end of the lease): \$ 12895.00

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	b. First monthly payment	c. Advance payment	d. Holdback/lease security deposit	e. Title fees	f. Registration fees	g. Acquisition fee	h. LTV fee	i. TIRE FEE	j. TEND FEE	k. RRS/TRIVIN	l. DOC FEE	m. N/A
\$ 007.00	\$ 500.00	N/A	N/A	\$ 55.00	\$ 91.00	N/A	N/A	\$ 25.00	\$ 5.00	\$ 20.00	\$ 10.00	N/A
Total \$ 1758.00												

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Not made in advance	b. Payments and non-cash credits	c. Amount to be paid in cash
\$ N/A	\$ 1758.00	\$ N/A

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 45316.32) and any fees You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balances) (Netted below - Item 10) **	b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, cash credit, or cash that You pay that reduces the gross capitalized cost	c. Adjusted capitalized cost. The amount used in calculating Your base payment	d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment	e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	g. Total of base payments. The depreciation and any amortized amounts plus the rent charge	h. Lease payments. The number of payments in Your lease	i. Base payment	j. Sales/Use tax	k. N/A	l. N/A	m. Total payment	n. Lease term in months
\$ 45961.32	\$ 887.00	\$ 45074.32	\$ 36349.69	\$ 14724.69	\$ 2042.86	\$ 17557.55	39	\$ 450.45	\$ 49.55	\$ N/A	\$ N/A	\$ 500.00	39

8. Early Termination: You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater the charge is likely to be.

9. Excess Wear and Use: You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.00 per mile for each mile in excess of 38,130 miles shown on the odometer. See Items 23 and 25 on back and the Wear-Care Addendum, if any, attached to this lease for additional excess wear and use terms.

10. Extra Mileage Option Credit: At the scheduled end of this lease, You will receive a credit of \$0.00 per unused mile for the number of unused miles between N/A and N/A miles, less any amount You owe under this lease. You will not receive any credit if the Vehicle is destroyed.

11. Purchase Option at End of Lease Term: \$ 30849.66, plus title/loss and taxes, and a reasonable documentary fee if allowed by law. Is Your lease end purchase option price? You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

12. Other Important Terms: See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, item price, charges, insurance, and any security interests, if applicable.

13. WARRANTY: The Vehicle is covered by any warranty indicated below:

☐ Quantified new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

☐ N/A

☐ N/A

14. VEHICLE INSURANCE MINIMUMS: You must insure the Vehicle during the lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$1,000,000 for any one person and \$3,000,000 for any one accident, and \$50,000 for property damage. You will be the Holder an additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24 on back).

15. OPTIONAL INSURANCE: These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and see for the terms of this lease.

a. Credit Life Insurance	b. Credit Disability Insurance
\$ N/A (Premium) (Insured)	\$ N/A (Premium) (Insured)

16. LATE PAYMENTS: You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 1.5% of the full amount of the scheduled payment or \$50.00, whichever is less.

17. LESSON SERVICES: N/A

18. Returned Check Charge: You agree to pay a returned check charge of \$ N/A for each check, draft, or other order of payment that is dishonored for any reason.


**** 19. Itemization of Gross Capitalized Cost:**


Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ 45316.32	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ 642.00	\$ N/A
Total Gross Capitalized Cost						\$ 45961.32

SIGNATURES AND IMPORTANT NOTICES

Important Notice: If You do not meet Your contractual obligations, You may lose the right to lease and use the Vehicle, as well as Your security deposit.


Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.


Lessor:  Title: _____


Co-Lessor:  Title: _____


YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

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Co-Lessor:  Title: _____

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Co-Lessor:

<p>26. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is your responsibility. You must maintain and service the Vehicle in your own expense. Every maintenance item must be performed in accordance with the Vehicle's maintenance schedule. You are responsible for all operating costs such as gas and oil. Lessor will provide the Vehicle, if any, furnished to the Lessor Service Station under the terms of a separate agreement. (See Lease Agreement, Item 17).</p>	<p>27. COLLISION REPAIR You are responsible for repairs of All Damage that is not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-damage condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bags, seat belt and airbag system components. Replacement of Spare Tires and all other repairs must be made with Original Equipment Manufacturer (OEM) parts.</p>
<p>28. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease; (b) the return of the Vehicle to Lessor; or (c) another place designated by Finance Company, and (d) the payment by you of all amounts owed under this lease. Finance Company may cancel this lease if you default.</p> <p>29. RETURN OF VEHICLE If you return the Vehicle at lease end, you must return it to Lessor where Finance Company specifies another place. Prior to its scheduled return at the end of the lease term, you are requested to inspect the Vehicle for inspection at a convenient time and location. Upon return of the Vehicle, you must pay the termination fee, if any is shown on the front of the lease under Item 3 "Other Charges." If you fail to return the Vehicle within 10 days after your scheduled termination date, you will be charged the Monthly Payment for your term will be extended one month. You continue to hold the Vehicle until you pay all amounts owed to Finance Company, including amounts payable under this lease. Payment of these amounts will not allow you to keep the Vehicle.</p>	<p>30. VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE You may terminate this lease early if you are not satisfied with the Vehicle. You must pay the following (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Actual Mileage Value, plus (b) all other charges that are due under the lease (except for the amount of the Unpaid Adjusted Capitalized Cost). You will receive a credit for the difference. Alternatively, you may choose to satisfy your financial obligation under this lease by paying the amount of the Unpaid Adjusted Capitalized Cost and the Actual Mileage Value, plus (c) all other charges that are due under the lease (except for the amount of the Unpaid Adjusted Capitalized Cost). You will receive a credit for the difference.</p>
<p>31. VOLUNTARY EARLY TERMINATION AND PURCHASE OF THE VEHICLE You may purchase the Vehicle from the Lessor or a party authorized by Finance Company. You must pay the following (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Actual Mileage Value, plus (b) all other charges that are due under the lease (except for the amount of the Unpaid Adjusted Capitalized Cost). You will receive a credit for the difference. Alternatively, you may choose to satisfy your financial obligation under this lease by paying the amount of the Unpaid Adjusted Capitalized Cost and the Actual Mileage Value, plus (c) all other charges that are due under the lease (except for the amount of the Unpaid Adjusted Capitalized Cost). You will receive a credit for the difference.</p>	<p>32. CONTRACT NUMBER FOR FINANCE COMPANY Finance Company is the lessor under this lease. You agree to provide Finance Company with the contract number for this lease. You agree to provide Finance Company with the contract number for this lease. You agree to provide Finance Company with the contract number for this lease.</p>
<p>33. DEFAULT You will be in default if (a) you fail to make any payment when due; (b) a bankruptcy petition is filed by or against you; or (c) any governmental authority seizes the Vehicle and then not promptly and lawfully releases it to you; or (d) you fail to provide accurate information when applying for services; or (e) you fail to keep any other agreement in this lease.</p> <p>If Finance Company informs this Vehicle, you must pay at once (a) the balance, if any, between the Unpaid Adjusted Capitalized Cost and the Actual Mileage Value, plus (b) all other charges that are due under the lease (except for the amount of the Unpaid Adjusted Capitalized Cost). You will receive a credit for the difference.</p>	<p>34. SECURITY DEPOSIT Your security deposit may be used by Finance Company to pay all amounts that you fail to pay under this lease. You will not receive any interest on your security deposit. You will not receive any interest on your security deposit.</p>

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY.

ARBITRATION

Arbitration is a method of resolving any dispute, decision, or controversy (collectively, a "dispute") arising out of or under this lease. Arbitration is a process by which a neutral third party (the "arbitrator") resolves a dispute. Arbitration is a process by which a neutral third party (the "arbitrator") resolves a dispute. Arbitration is a process by which a neutral third party (the "arbitrator") resolves a dispute.

RIGHTS YOU AND WE AGREE TO GIVE UP

If you and we choose to arbitrate a dispute, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS ACTION YOU MAY HAVE AGAINST US
- RIGHT TO DISCOVERY AS AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR

RIGHTS YOU AND WE DO NOT GIVE UP

If a dispute is arbitrable, you and we will continue to have the following rights, without waiving this arbitration provision as to any claim:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS ACTION YOU MAY HAVE AGAINST US
- RIGHT TO DISCOVERY AS AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR

ARBITRATION

Arbitration is a method of resolving any dispute, decision, or controversy (collectively, a "dispute") arising out of or under this lease. Arbitration is a process by which a neutral third party (the "arbitrator") resolves a dispute. Arbitration is a process by which a neutral third party (the "arbitrator") resolves a dispute. Arbitration is a process by which a neutral third party (the "arbitrator") resolves a dispute.

Customer 1 - Name and Address (Including County)
 FREDERICK W REPETSKY JR KIMBERLY L REPETSKY
 8128 RIDGE AVE
 PHILADELPHIA PA 19128

Customer 2 - Name and Address (Including County)
 JOHN KENNEDY FORD/MAZDA
 1403 RIDGE PIKE
 CONSHOHOCKEN PA 19428

Dealer - Name and Address

2019 FORD TRUCK F-150 SERI 1FTEW1EP2KFA91188

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Year/Make/Model	Vehicle Identification Number	Mileage	Term (mo.)

Mileage Option Selection. This section is informational and is designed to help clarify the many mileage options available. You have reviewed all options and determined that the mileage allowance per year checked below best meets your driving needs.

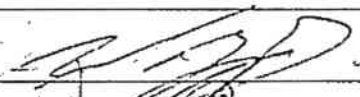


- ☐ 7,500 miles per year (Lincoln Lease vehicles only)
- ☒ 10,500 miles per year
- ☐ 12,000 miles per year
- ☐ 13,500 miles per year
- ☐ 15,000 miles per year
- ☐ 16,500 miles per year
- ☐ 18,000 miles per year
- ☐ 19,500 miles per year (Additional miles may have been purchased with this option)

The average miles driven per year on your previous vehicle was _____.

FOR USE WITH DEMONSTRATOR AND SERVICE LOANER VEHICLES ONLY

Demonstrator/Service Loaner Vehicle Condition Information. Your initials below certify you understand the vehicle described above has been used or operated as a demonstrator or service loaner vehicle. You also certify that you have completed an inspection of the vehicle and are satisfied with the like-new condition.

(Customer 1 / Customer 2 Initials)

Customer 1: 	Date:
Customer 2: 	Date: 03/18/19
Dealer: 	Date: 03/18/19

73946634